FACILITY USE CONTRACT

BETWEEN:

THE CORPORATION OF THE CITY OF BARRIE
(the "City")

- and -

BARRIE COLTS AAA U18 HOCKEY TEAM
(the "Licensee")

WHEREAS:

A. The City is the owner of certain lands and premises in the City of Barrie commonly known as the **Peggy Hill Team Community Centre (PHTCC)**, (the "Facility").

B. The Licensee has requested the City to grant to the Licensee the right to occupy and use a portion of the Facility subject to the terms hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the conditions hereinafter set out, the parties hereto agree as follows:

1.0 LICENSE

The City hereby grants to the Licensee a license and right to enter upon, occupy, and use that part of the Facility designated as Peggy Hill Team Community Centre (PHTCC) Dressing Room A, RINK ONE, (the “Dressing Room”). The Licensee will use the Dressing Room subject to the terms set out in schedule ‘A’.

The Term for the three (3) year semi-exclusive agreement will be (the ‘season’):

Season 1 – September 1, 2026, to March 31, 2027
Season 2 – September 1, 2027, to March 31, 2028
Season 3 – September 1, 2028, to March 31, 2029

The Licensee shall provide a reasonable schedule outlining the times it requires access to the Dressing Room pre-season. This will also serve as the precontract fit out period for room alterations.

The dressing room will be vacated at the end of the season to allow for other uses during non-ice season.

2.0 FEES

For the right to occupy and use the premises for a team dressing room, the Licensee will pay to the City, rent for the season in the amount of SEVEN THOUSAND DOLLARS ($7000.00) plus HST, plus any additional applicable taxes. This fee will be increased by 2% annually.

This fee is in addition to the ice rental agreement fees, a schedule of which is attached.

3.0 ADDITIONAL CHARGES

The Licensee shall reimburse the City for any additional charges incurred by the City arising out of the use and occupation of the Dressing Room by the Licensee. These fees shall be subject to applicable Government taxes.

4.0 FOOD

The City shall have the sole and exclusive right to the distribution of all food and beverages at the Facility including all catering services and provision.

5.0 PERSONNEL AND EQUIPMENT

5.1 The Licensee, at its own expense, shall employ such personnel as it may require maintaining the Dressing Room, which personnel shall have reasonable access to the Dressing Room for all purposes, as may be approved by the Facility Supervisor. The facility will be open as per its program requirements. For further clarification see schedule ‘A’

5.2 The Licensee shall provide, install, and maintain in the Dressing Room such furnishings and equipment as may be required for Licensee hockey activities, all at the cost and expense of the Licensee provided that no furnishings or equipment shall be installed until the plans have been approved by the City’s Facility Supervisor. The Licensee is responsible for all permits, inspections (electrical and fire inspections) etc.

5.3 Upon the request of the Licensee, the City may act as agent for the Licensee solely for the purpose of engaging, in the name of the Licensee, such personnel or equipment, or both, as the Licensee may require maintaining or altering the space. Any person(s) or equipment, or both, engaged by the City as agent for the Licensee and the Licensee shall be responsible for such employee(s) or equipment, or both, in all respects and for all purposes hereunder.

6.0 SAVE HARMLESS

The Licensee shall protect, defend, indemnify and save the City harmless from all claims, actions and proceedings including any costs and expenses incurred by the City hereby for loss, damage or injury, including death to any person or persons and property based upon, occasioned by, or attributable to the execution of this agreement or the exercise in any manner of rights arising hereunder except claims for damage resulting from the negligence of the City or any of its officers, employees, servants or agents while acting within the scope of their duties or employment.

7.0 INSURANCE

The Licensee agrees to maintain Comprehensive General Liability Insurance in an amount of at least TWO MILLION DOLLARS ($2,000,000.00) with nil deductible (or pay a deposit equal to the deductible) and adding the City's name as insured and to provide a certificate of such insurance at least one month prior to the season. The certificate must state the dates of and when the insurance policy(s) expire.

8.0 CLAIM

The Licensee shall not have any claim against the City or any of its officers, employees, servants or agents for accident, detriment, damage or injury to any person or persons or property based upon, occasioned by, or attributable to the execution of this Agreement or the exercise in any manner of rights arising hereunder unless such damage or injury is due to the negligence of any officer, employee, servant or agent of the City while acting within the scope of their duties or employment.

9.0 LIABILITY

The Licensee shall assume full responsibility for all its employees and invitees and for all damage to the Dressing Room arising out of the Licensee's use and occupation of the Dressing Room, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

10.0 ALTERATIONS

The Licensee agrees that any alterations to the Dressing Room area will be submitted to the City for approval. The City agrees to respond in a reasonable time frame with comment as to the approval or not of the requested alteration.

11.0 RULES AND REGULATIONS

The Licensee shall in all respects, abide by and comply with all applicable laws, rules, regulations and by-laws of the Federal, Provincial or Municipal Government or any other governing body whatsoever and with all local police, health, or fire regulations or by-laws in any manner affecting the Dressing Room and the operations of the Licensee hereunder. The Licensee also recognizes that the Facility has limited accessibility for people who are mobile restricted. The Licensee agrees to the terms in schedule ‘A’.

12.0 FORCE MAJEURE

Whenever and to the extent that the City shall be unable to fulfil or shall be delayed or restricted in fulfilling any obligation hereunder by any cause beyond its control, including acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, strikes, fires, or floods, the City shall be released from the fulfilment of such obligation during the period it shall be so unable to fulfil or shall be delayed or restricted in fulfilling such obligations.

13.0 TERMINATION

13.1 Whenever the Licensee shall fail to observe or perform any of the covenants, agreements or obligations contained in this agreement, the City may terminate all rights of the Licensee under this License and all rights of the Licensee under this License shall be absolutely forfeited.

13.2 The City may terminate this License without cause upon providing sixty (60) days prior written notice to the Licensee.

14.0 PAYMENT

The Licensee agrees to provide the City with payment as outlined in schedule ‘A’

15.0 VALIDITY

This Agreement will cease to be valid if not fully executed by both parties on or before **August 1, 2026.**

16.0 BINDING EFFECT

This Licensing Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

17.0 ADVERTISING/PROMOTION

All Event advertising/promotion including television/radio and print, must include the full "Peggy Hill Team Community Centre" name, if the Facility's name is used in the advertising. The City of Barrie logo and references are restricted and therefore, the Licensee agrees to abide by the City of Barrie's Advertising policies which will be provided.

CONTACT:

Barrie Colts AAA U18 Hockey Club
C/O
Greg Hotham – Chairman, Barrie Colts AAA

IN WITNESS WHEREOF the parties hereto have executed this agreement this _____ day of

_____, 2026.

THE CORPORATION OF THE CITY OF BARRIE

Per:_____
Kevin Datema, Director of Recreation & Culture Services

BARRIE COLTS U18 AAA HOCKEY CLUB

Per:_____
Barrie Colts AAA (Greg Hotham)

SCHEDULE A

Peggy Hill Team Community Centre

Preamble to Agreement:

Whereas the Licensee is seeking to obtain space to establish a semi-permanent dressing room in their “home arena”, this Schedule A to the subject Rental Contract outlines the terms of said occupancy and will be attached to the seasonal ice contract.

1) Base Rate:

   $7000.00 (Seven Thousand Dollars) plus HST and any other applicable taxes increasing 2% annually.

2) Season:

   The season term shall be from September 1st to March 31st annually. At the end of the season the licensee will vacate the rooms and remove all non-fixed equipment from the Dressing Room.

3) Option:

   The Licensee shall have the right to negotiate with the City for use of the space in the “off season” months with additional fees and regulations to be determined.

4) Hours of Use:

   The facility hours of use will be from 6:00a.m. until 11:00p.m. from Monday through Sunday. These hours are based on the scheduled program use of the facility. All other hours of access will be with the prior written approval of the Facility Supervisor.

5) Improvements:

   The Licensee will be permitted to fit out, at its own expense, the space. These alterations can include but are not limited to the addition of shelves, lockers, cabinet, whiteboards, etc. and the option to repaint the room if so desired. At the expiration or termination of the agreement the City at its option may request the Licensee to remove and restore the space to its original condition. In any case all fixed capital improvements shall remain the property of the City.

6) Mutual Use:

   The Licensee agrees to allow access to the dressing room space for the purpose

of mixed gender accommodation for other user groups as their need arises. More specifically this accommodation will be for female participants that require a separate change area. The Licensee also agrees to vacate the space for events and tournaments as required by the facility. This request will be in writing with at least 7 days' notice. The City and Licensee agree that other times may be required, and such requests will not be unreasonably withheld. The City will be responsible for the integrity of the space during such times. The Licensee will be provided a key for the room. They will be responsible for access to the room by any member of their organization or any other persons to whom they grant entry. The City will be allowed access in case of emergency, inspection, or repair.

7) Breach of Contract:

Prior to invoking any penalty for any alleged violation of the terms and conditions of this agreement, the City will provide in writing an explanation of the breach and provide a reasonable opportunity for the Licensee to redress said breach, both parties acting reasonably. In the event the City legally terminates the contract agreement due to such a breach, the Licensee will not be responsible for payment of any additional rentals beyond the remainder of the current month.

8) State of Repair:

The licensee will always keep the space in a state of good repair and cleanliness. Any repairs of damage to space or equipment will be at the sole cost of the Licensee.

9) Room Payment Schedule:

September 1, 2026	$7,000.00	$910.00 HST	$7,910.00 Total
September 1, 2027	$7,140.00	$928.20.00 HST	$8,068.20 Total
September 1, 2028	$7,282.80	$946.76 HST	$8,229.56 Total

The parties agree to Schedule "A" attached hereto and accept it as part of rental contract.